

Joseph R. Manning, Jr., Esq. (State Bar No. 223381)
Michael J. Manning, Esq. (State Bar No. 286879)
Caitlin J. Scott, Esq. (State Bar No. 310619)
Tristan P. Jankowski, Esq. (State Bar No. 290301)
MANNING LAW, APC
4667 MacArthur Blvd., Suite 150
Newport Beach, CA 92660
Office: (949) 200-8755
ADAPracticeGroup@manninglawoffice.com

Attorneys for Plaintiff REBECCA CASTILLO

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA-WESTERN DIVISION

REBECCA CASTILLO, an
individual,

Plaintiff,

v.

BEVERAGES & MORE, INC. d/b/a
BEVMO!, a Delaware corporation;
and DOES 1-10, inclusive,

Defendants.

**COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF:**

- 1. VIOLATIONS OF THE
AMERICANS WITH DISABILITIES
ACT OF 1990, 42 U.S.C. §12181 *et seq.*
[BEVMO.COM]**
- 2. VIOLATIONS OF THE UNRUH
CIVIL RIGHTS ACT, CALIFORNIA
CIVIL CODE § 51 *et seq.*
[BEVMO.COM]**

1 Plaintiff, REBECCA CASTILLO (“Plaintiff”), alleges the following upon
2 information and belief based upon personal knowledge:

3 **INTRODUCTION**

4 1. Plaintiff is a visually-impaired and legally blind person who requires
5 screen-reading software to read website content using her computer. Plaintiff uses
6 the terms “blind” or “visually-impaired” to refer to all people with visual
7 impairments who meet the legal definition of blindness in that they have a visual
8 acuity with correction of less than or equal to 20 x 200. Some blind people who
9 meet this definition have limited vision. Others have no vision.

10 2. Plaintiff brings this civil rights action against Defendant BEVERAGES
11 & MORE, INC. D/B/A/ BEVMO! (“Defendant” or “BevMo”) for its failure to
12 design, construct, maintain, and operate its website to be fully accessible to and
13 independently usable by Plaintiff and other blind or visually-impaired people.
14 Defendant’s denial of full and equal access to its website, and therefore denial of its
15 products and services offered thereby and in conjunction with its physical locations,
16 is a violation of Plaintiff’s rights under the Americans with Disabilities Act
17 (“ADA”) and California’s Unruh Civil Rights Act (“UCRA”).

18 3. Because Defendant’s website, BevMo.com (the “website” or
19 “Defendant’s website”), is not equally or fully accessible to blind and visually-
20 impaired consumers in violation of the ADA, Plaintiff seeks a permanent injunction
21 to cause a change in Defendant’s corporate policies, practices, and procedures so
22 that Defendant’s website will become and remain accessible to blind and visually-
23 impaired consumers.

24 **JURISDICTION AND VENUE**

25 4. This Court has subject-matter jurisdiction over this action pursuant to
26 28 U.S.C. § 1331 and 42 U.S.C. § 12181, as Plaintiff’s claims arise under Title III of
27 the ADA, 42 U.S.C. § 12181, *et seq.*, and 28 U.S.C. § 1332.

28 5. This court has supplemental jurisdiction over Plaintiff’s non-federal

1 claims pursuant to 28 U.S.C. § 1367, because Plaintiff's UCRA claims are so related
2 to Plaintiff's federal ADA claims, they form part of the same case or controversy
3 under Article III of the United States Constitution.

4 6. This Court has personal jurisdiction over Defendant because it conducts
5 and continues to conduct a substantial and significant amount of business in the
6 State of California, County of Los Angeles, and because Defendant's offending
7 website is available across California.

8 7. Venue is proper in the Central District of California pursuant to 28
9 U.S.C. §1391 because Plaintiff resides in this District, Defendant conducts and
10 continues to conduct a substantial and significant amount of business in this District,
11 Defendant is subject to personal jurisdiction in this District, and a substantial portion
12 of the conduct complained of herein occurred in this District.

13 **PARTIES**

14 8. Plaintiff, at all times relevant and as alleged herein, is a resident of
15 California, County of Los Angeles. Plaintiff is a blind, visually-impaired
16 handicapped person, and a member of a protected class of individuals under the
17 ADA, pursuant to 42 U.S.C. § 12102(1)-(2), and the regulations implementing the
18 ADA set forth at 28 CFR §§ 36.101 *et seq.*

19 9. Plaintiff is informed and believes, and thereon alleges Defendant
20 BEVERAGES & MORE, INC. D/B/A/ BEVMO! is a corporation, incorporated in
21 Delaware and has its principal place of business in Concord, California. Defendant
22 operates many of its BevMo stores ("BevMo stores" or "Defendant's stores"
23 hereinafter) in the Central District of California. These BevMo stores constitute
24 places of public accommodation. Defendant's stores provide to the public important
25 goods and services. Defendant's website provides consumers with access to an
26 array of goods and services including store locators, product descriptions, online
27 ordering for delivery or pickup, gifts for purchase, and many other benefits related to
28 these goods and services.

10. The true names and capacities of the Defendants sued herein as DOES 1 through 10, inclusive, are currently unknown to Plaintiff, who therefore sues such Defendants by fictitious names. Each of the Defendants designated herein as a DOE is legally responsible for the unlawful acts alleged herein. Plaintiff will seek leave of Court to amend this Complaint to reflect the true names and capacities of the DOE Defendants when such identities become known.

11. At all relevant times as alleged herein, each and every Defendant was acting as an agent and/or employee of each of the other Defendants and was acting within the course and/or scope of said agency and/or employment with the full knowledge and consent of each of the Defendants. Each of the acts and/or omissions complained of herein were alleged and made known to, and ratified by, each of the other Defendants (BEVERAGES & MORE, INC. D/B/A/ BEVMO! and DOE Defendants will collectively be referred to hereafter as “Defendant” or “BevMo”).

12. Defendant’s stores are public accommodations within the definition of Title III of the ADA, 42 U.S.C. § 12181(7). BevMo.com is a service, privilege, or advantage of Defendant’s stores.

13. Defendant is subject to personal jurisdiction in this District. Defendant has been and is committing the acts or omissions alleged herein in the Central District of California that caused injury, and violated rights prescribed by the ADA and UCRA, to Plaintiff and to other blind and other visually impaired-consumers. A substantial part of the acts and omissions giving rise to Plaintiff’s claims occurred in the Central District of California. Specifically, on several separate occasions, Plaintiff has been denied the full use and enjoyment of the facilities, goods, and services of Defendant’s website in Los Angeles County. The access barriers Plaintiff encountered on Defendant’s website have caused a denial of Plaintiff’s full and equal access multiple times in the past, and now deter Plaintiff on a regular basis from accessing Defendant’s website. Similarly, the access barriers Plaintiff encountered on Defendant’s website have impeded Plaintiff’s full and equal

1 enjoyment of goods and services offered at Defendant's brick-and mortar stores.

2 **THE AMERICANS WITH DISABILITIES ACT AND THE INTERNET**

3 14. The Internet has become a significant source of information, a portal,
4 and a tool for conducting business, doing everyday activities such as shopping,
5 learning, banking, researching, as well as many other activities for sighted, blind and
6 visually-impaired persons alike.

7 15. In today's tech-savvy world, blind and visually-impaired people have
8 the ability to access websites using keyboards in conjunction with screen access
9 software that vocalizes the visual information found on a computer screen. This
10 technology is known as screen-reading software. Screen-reading software more
11 commonly known as "screen-readers" are currently the only method a blind or
12 visually-impaired person may independently access the internet. Unless websites
13 are designed to be read by screen-reading software, blind and visually-impaired
14 people are unable to fully and equally access websites, and the information,
15 products, and services contained thereon.

16 16. Blind and visually-impaired users of Windows operating system-
17 enabled computers and devices have several screen-reading software programs
18 available to them. Some of these programs are available for purchase and other
19 programs are available without the user having to purchase the program separately.
20 Job Access With Speech, otherwise known as "JAWS," is currently the most
21 popular, separately purchased and downloaded screen-reading software program
22 available for a Windows computer.

23 17. For screen-reading software to function, the information on a website
24 must be capable of being rendered into text. If the website content is not capable of
25 being rendered into text, the blind or visually-impaired user is unable to access the
26 same content available to sighted users.

27 18. The international website standards organization, the World Wide Web
28 Consortium, known throughout the world as W3C, has published the Success

Criteria for version 2.0 of the Web Content Accessibility Guidelines ("WCAG 2.0" hereinafter). WCAG 2.0 are well-established and guidelines for making websites accessible to blind and visually-impaired people as well as other persons who require screen-reading technology to use computers and access the internet. These guidelines are adopted and followed by most large business entities who actively seek to ensure their websites are accessible to people, including the blind and visually-impaired users.

19. Inaccessible or otherwise non-compliant websites pose common access barriers to blind and visually-impaired persons. Common barriers encountered by blind and visually impaired persons include, but are not limited to, the following:

- a. A text equivalent for every non-text element is not provided;
- b. Title frames with text are not provided for identification and navigation;
- c. Equivalent text is not provided when using scripts;
- d. Forms with the same information and functionality as for sighted persons are not provided;
- e. Information about the meaning and structure of content is not conveyed by more than the visual presentation of content;
- f. Text cannot be resized without assistive technology up to 200 percent without loss of content or functionality;
- g. If the content enforces a time limit, the user is not able to extend, adjust or disable it;
- h. Web pages do not have titles that describe the topic or purpose;
- i. The purpose of each link cannot be determined from the link text alone or from the link text and its programmatically determined link context;
- j. One or more keyboard operable user interface lacks a mode of operation where the keyboard focus indicator is discernible;

- k. The default human language of each web page cannot be programmatically determined;
- l. When a component receives focus, it may initiate a change in context;
- m. Changing the setting of a user interface component may automatically cause a change of context where the user has not been advised before using the component;
- n. Labels or instructions are not provided when content requires user input;
- o. In content which is implemented by using markup languages, elements do not have complete start and end tags, elements are not nested according to their specifications, elements may contain duplicate attributes and/or any IDs are not unique;
- p. Inaccessible Portable Document Format (PDFs); and,
- q. The name and role of all User Interface elements cannot be programmatically determined; items that can be set by the user cannot be programmatically set; and/or notification of changes to these items is not available to user agents, including assistive technology.

FACTUAL BACKGROUND

20. Defendant offers the commercial website, BevMo.com, to the public. The website offers features which should allow all consumers to access the goods and services which Defendant offers in connection with its physical locations. The goods and services offered by Defendant include, but are not limited to the following, which allow consumers to: find information about store locations, product descriptions, online ordering for delivery or pickup, gifts for purchase, information about catering various events and many other benefits related to these goods and services, and access to various other goods and services.

21. Based on information and belief, it is Defendant's policy and practice to deny Plaintiff, along with other blind or visually-impaired users, access to

1 Defendant's website, and to therefore specifically deny the goods and services that
2 are offered and integrated with Defendant's stores. Due to Defendant's failure and
3 refusal to remove access barriers to its website, Plaintiff and visually-impaired
4 persons have been and are still being denied equal access to BevMo stores and the
5 numerous goods, services, and benefits offered to the public through BevMo.com.

6 **Defendant's Barriers on BevMo.com Deny Plaintiff Access**

7 22. Plaintiff is a visually-impaired and legally blind person, who cannot use
8 a computer without the assistance of screen-reading software. However, Plaintiff is
9 a proficient user of the JAWS screen-reader and uses it to access the internet.
10 Plaintiff has visited BevMo.com on several separate occasions using the JAWS
11 screen-reader.

12 23. During Plaintiff's multiple visits to Defendant's website, Plaintiff
13 encountered multiple access barriers which denied Plaintiff full and equal access to
14 the facilities, goods and services offered to the public and made available to the
15 public on Defendant's website. Due to the widespread access barriers Plaintiff
16 encountered on Defendant's website, Plaintiff has been deterred, on a regular basis,
17 from accessing Defendant's website. Similarly, the access barriers Plaintiff
18 encountered on Defendant's website have deterred Plaintiff from visiting
19 Defendant's brick-and-mortar stores.

20 24. While attempting to navigate BevMo.com, Plaintiff encountered
21 multiple accessibility barriers for blind or visually-impaired people that include, but
22 are not limited to, the following:

- 23 a. Lack of Alternative Text ("alt-text"), or a text equivalent. Alt-text is
24 invisible code embedded beneath a graphics or images on a website.
25 For a website to be accessible, it requires that alt-text be coded with
26 each graphic or image so that screen-reading software can speak the
27 alt-text where a sighted user sees the image or graphic. Alt-text does
28 not change the visual presentation, but instead a text box is read when

1 a user tabs or uses the arrow keys to hover the cursor over the image
2 or graphic. The lack of alt-text on these images or graphics prevents
3 screen readers from accurately vocalizing a description of the graphics
4 or images. As a result, visually-impaired BevMo customers are
5 unable to determine what is on the website, browse, look for store
6 locations, explore Defendant's promotions or special event prices, or
7 make purchases;

8 b. Empty Links That Contain No Text causing the function or purpose of
9 the link to not be presented to the user. This can introduce confusion
10 for keyboard and screen-reader users;

11 c. Redundant Links where adjacent links go to the same URL address
12 which results in additional navigation and repetition for keyboard and
13 screen-reader users; and

14 d. Linked Images Missing Alt-text, which causes problems if an image
15 within a link contains no text and that image does not provide alt-text.
16 A screen reader then has no content to present the user as to the
17 function of the link, including information contained in PDFs.

18 25. In 2017, Plaintiff attempted to do business with Defendant on
19 BevMo.com and Plaintiff encountered barriers to access on BevMo.com.

20 26. Despite past and recent attempts to do business with Defendant on its
21 website, the numerous access barriers contained on the website and encountered by
22 Plaintiff, have denied Plaintiff full and equal access to Defendant's website.
23 Plaintiff, as a result of the barriers on the BevMo website, continues to be deterred
24 on a regular basis from accessing Defendant's website. Likewise, based on the
25 numerous access barriers Plaintiff has been impeded from the full and equal
26 enjoyment of goods and services offered in Defendant's stores and from making
27 purchases at such physical locations.

28 //

Defendant Must Remove Barriers To Its Website

27. Due to the inaccessibility of BevMo.com, blind and visually-impaired customers such as Plaintiff, who need screen-readers, cannot fully and equally use or enjoy the facilities, goods, and services Defendant offers to the public on its website. The access barriers Plaintiff encountered on Defendant's website have caused a denial of Plaintiff's full and equal access multiple times in the past, and now deter Plaintiff on a regular basis from accessing Defendant's website. In addition, the access barriers Plaintiff encountered on Defendant's website have deterred Plaintiff from visiting BevMo store locations.

28. If BevMo.com was equally accessible to all, Plaintiff could independently navigate these websites and complete a desired transaction as sighted individuals do.

29. Through her many attempts to use Defendant's website, Plaintiff has actual knowledge of the access barriers that make these services inaccessible and independently unusable by blind and visually-impaired people.

30. Because maintaining and providing a website that is fully and equally accessible to all consumers, using the guidance of the success criteria outlined by the WCAG 2.0 Guidelines, would provide Plaintiff and other visually-impaired consumers with full and equal access to BevMo.com, Plaintiff alleges that Defendant has engaged in acts of intentional discrimination, including but not limited to the following policies or practices:

- a. Construction and maintenance of a website that is inaccessible to visually-impaired individuals, including Plaintiff;
- b. Failure to construct and maintain a website that is sufficiently intuitive so as to be equally accessible to visually-impaired individuals, including Plaintiff; and,
- c. Failure to take actions to correct these access barriers in the face of substantial harm and discrimination to blind and visually-impaired

1 consumers, such as Plaintiff, as a member of a protected class.

2 31. Defendant therefore uses standards, criteria or methods of
3 administration that have the effect of discriminating or perpetuating the
4 discrimination of others, as alleged herein.

5 32. The ADA expressly contemplates the type of injunctive relief that
6 Plaintiff seeks in this action. In relevant part, the ADA requires:

7
8 “In the case of violations of . . . this title, injunctive relief shall include an
9 order to alter facilities to make such facilities readily accessible to and usable
10 by individuals with disabilities....Where appropriate, injunctive relief shall
also include requiring the . . . modification of a policy. . .”

11 (42 U.S.C. § 12188(a)(2).)

12 33. Because Defendant’s website has never been fully or equally
13 accessible, and because Defendant lacks a corporate policy that is reasonably
14 calculated to cause its website to become and remain accessible, Plaintiff invokes the
15 provisions of 42 U.S.C. § 12188(a)(2), and seeks a permanent injunction requiring
16 Defendant to retain a qualified consultant acceptable to Plaintiff (“Agreed Upon
17 Consultant”) to assist Defendant to comply with the ADA by making the website
18 accessible, using the success criteria outlined in the WCAG 2.0 guidelines as a
19 source of reference. Plaintiff seeks that this permanent injunction require Defendant
20 to cooperate with the Agreed Upon Consultant to:

- 21 a. Train Defendant’s employees and agents who develop the
22 BevMo.com website on accessibility and compliance with the
23 ADA using the success criteria outlined in the WCAG 2.0
24 guidelines as a source of reference;
25 b. Regularly check the accessibility of Defendant’s website to
26 maintain its accessibility as required by the ADA using the
27 success criteria outlined in the WCAG 2.0 guidelines as a source
28 of reference;

- 1 c. Regularly test end-user accessibility of the website by blind or
2 visually-impaired screen-reader users to ensure that Defendant's
3 website is accessible to blind and visually-impaired individuals
4 who would access the website with screen-reading technology;
5 and
6 d. Develop an accessibility policy that is clearly disclosed on its
7 website, with contact information for users to report accessibility-
8 related problems and be provided with meaningful resolution
9 after Defendant has investigated and identified the accessibility-
10 related problem.

11 34. If BevMo.com was accessible to screen-reader users, Plaintiff and
12 similarly situated blind and visually-impaired people could independently locate
13 Defendant's stores, learn about items for sale and discounts, shop for and otherwise
14 research related products available via Defendant's website.

15 35. Although Defendant may currently have centralized policies regarding
16 the maintenance and operation of its website, Defendant lacks a plan and policy
17 reasonably calculated to make its websites fully and equally accessible to, and
18 independently usable by, blind and other visually-impaired consumers.

19 36. Without injunctive relief, Plaintiff and other visually-impaired
20 consumers will continue to be unable to independently use the Defendant's website
21 in violation of their rights.

22 **FIRST CAUSE OF ACTION**

23 **VIOLATIONS OF THE AMERICANS WITH DISABILITIES ACT OF 1990,**

24 **42 U.S.C. § 12181 et seq. [BEVMO.COM]**

25 37. Plaintiff re-alleges and incorporates by reference all paragraphs alleged
26 above and each and every other paragraph in this Complaint necessary or helpful to
27 state this cause of action as though fully set forth herein.

28 38. Section 302(a) of Title III of the ADA, 42 U.S.C. § 12101 et seq.,

1 provides:

2 “No individual shall be discriminated against on the basis of disability in the
3 full and equal enjoyment of the goods, services, facilities, privileges,
4 advantages, or accommodations of any place of public accommodation by any
5 person who owns, leases (or leases to), or operates a place of public
6 accommodation.”

(42 U.S.C. § 12182(a).)

7 39. Defendant’s stores are public accommodations within the definition of
8 Title III of the ADA, 42 U.S.C. § 12181(7). BevMo.com is a service, privilege, or
9 advantage of Defendant’s stores. BevMo.com is a service that is integrated with
10 these locations.

11 40. Under Section 302(b)(1) of Title III of the ADA, it is unlawful
12 discrimination to deny individuals with disabilities the opportunity to participate in
13 or benefit from the goods, services, facilities, privileges, advantages, or
14 accommodations of an entity. (42 U.S.C. § 12182(b)(1)(A)(i).)

15 41. Under Section 302(b)(1) of Title III of the ADA, it is unlawful
16 discrimination to deny individuals with disabilities an opportunity to participate in or
17 benefit from the goods, services, facilities, privileges, advantages, or
18 accommodation, which is equal to the opportunities afforded to other individuals.
19 (42 U.S.C. § 12182(b)(1)(A)(ii).)

20 42. Under Section 302(b)(2) of Title III of the ADA, unlawful
21 discrimination also includes, among other things:

22 “[A] failure to make reasonable modifications in policies, practices, or
23 procedures, when such modifications are necessary to afford such goods,
24 services, facilities, privileges, advantages, or accommodations to individuals
25 with disabilities, unless the entity can demonstrate that making such
26 modifications would fundamentally alter the nature of such goods, services,
27 facilities, privileges, advantages or accommodations; and a failure to take such
28 steps as may be necessary to ensure that no individual with a disability is
excluded, denied services, segregated or otherwise treated differently than
other individuals because of the absence of auxiliary aids and services, unless
the entity can demonstrate that taking such steps would fundamentally alter
the nature of the good, service, facility, privilege, advantage, or

1 accommodation being offered or would result in an undue burden.”

2 (42 U.S.C. § 12182(b)(2)(A)(ii)-(iii).)

3 43. The acts alleged herein constitute violations of Title III of the ADA,
4 and the regulations promulgated thereunder. Plaintiff, who is a member of a
5 protected class of persons under the ADA, has a physical disability that substantially
6 limits the major life activity of sight within the meaning of 42 U.S.C. §§
7 12102(1)(A)-(2)(A). Furthermore, Plaintiff has been denied full and equal access to
8 BevMo.com, has not been provided services which are provided to other patrons
9 who are not disabled, and has been provided services that are inferior to the services
10 provided to non-disabled persons. Defendant has failed to take any prompt and
11 equitable steps to remedy its discriminatory conduct. These violations are ongoing.

12 44. Pursuant to 42 U.S.C. § 12188 and the remedies, procedures, and rights
13 set forth and incorporated therein, Plaintiff, requests relief as set forth below.

14 **SECOND CAUSE OF ACTION**

15 **VIOLATION OF THE UNRUH CIVIL RIGHTS ACT, CALIFORNIA CIVIL**

16 **CODE § 51 *et seq.* [BEVMO.COM]**

17 45. Plaintiff re-alleges and incorporates by reference all paragraphs alleged
18 above and each and every other paragraph in this Complaint necessary or helpful to
19 state this cause of action as though fully set forth herein.

20 46. California Civil Code § 51 *et seq.* guarantees equal access for people
21 with disabilities to the accommodations, advantages, facilities, privileges, and
22 services of all business establishments of any kind whatsoever. Defendant is
23 systematically violating the UCRA, Civil Code § 51 *et seq.*

24 47. Defendant's stores are "business establishments" within the meaning of
25 the Civil Code § 51 *et seq.* Defendant generates millions of dollars in revenue from
26 the sale of goods through its BevMo.com website. Defendant's website is a service
27 provided by Defendant that is inaccessible to patrons who are blind or visually-
28 impaired like Plaintiff. This inaccessibility denies blind and visually-impaired

1 patrons full and equal access to the facilities, goods, and services that Defendant
2 makes available to the non-disabled public. Defendant is violating the UCRA, Civil
3 Code § 51 *et seq.*, by denying visually-impaired customers the goods and services
4 provided on its website. These violations are ongoing.

5 48. Defendant's actions constitute intentional discrimination against
6 Plaintiff on the basis of a disability, in violation of the UCRA, Civil Code § 51 *et*
7 *seq.*, because Defendant has constructed a website that is inaccessible to Plaintiff,
8 Defendant maintains the website in an inaccessible form, and Defendant has failed to
9 take actions to correct these barriers.

10 49. Defendant is also violating the UCRA, Civil Code § 51 *et seq.* because
11 the conduct alleged herein violates various provisions of the ADA, 42 U.S.C. §
12 12101 *et seq.*, as set forth above. Section 51(f) of the Civil Code provides that a
13 violation of the right of any individual under the ADA also constitutes a violation of
14 the UCRA.

15 50. The actions of Defendant violate UCRA, Civil Code § 51 *et seq.*, and
16 Plaintiff is therefore entitled to injunctive relief remedying the discrimination.

17 51. Plaintiff is entitled to statutory minimum damages pursuant to Civil
18 Code § 52 for each and every offense.

19 52. Plaintiff is also entitled to reasonable attorneys' fees and costs.

20 21 **PRAYER**

22 **WHEREFORE, Plaintiff prays pray for judgment against Defendant, as**
23 **follows:**

24 1. A Declaratory Judgment that, at the commencement of this action,
25 Defendant was in violation of the specific requirements of Title III of the ADA 42
26 U.S.C. § 12181 *et seq.*, and the relevant implementing regulations of the ADA, for
27 Defendant's failure to take action that was reasonably calculated to ensure that its
28 websites are fully accessible to, and independently usable by, blind and visually-

1 impaired individuals;

2 2. A preliminary and permanent injunction enjoining Defendant from
3 further violations of the ADA, 42 U.S.C. § 12181 *et seq.*, and/or the UCRA, Civil
4 Code § 51 *et seq.* with respect to its website, BevMo.com;

5 3. A preliminary and permanent injunction requiring Defendant to take the
6 steps necessary to make BevMo.com readily accessible to and usable by blind and
7 visually-impaired individuals;

8 4. An award of statutory minimum damages of \$4,000 per violation
9 pursuant to § 52(a) of the California Civil Code;

10 5. For attorneys' fees and expenses pursuant to all applicable laws
11 including, without limitation, pursuant to 42 U.S.C. § 12188(a)(1), and California
12 Civil Code § 52(a);

13 6. For pre-judgment interest to the extent permitted by law;

14 7. For costs of suit; and

15 8. For such other and further relief as this Court deems just and proper.

16 **DEMAND FOR JURY TRIAL**

17 Plaintiff hereby respectfully requests a trial by jury on all appropriate issues
18 raised in this Complaint.

19
20 Dated: February 14, 2017

MANNING LAW, APC

21
22 By: /s/ Joseph R. Manning Jr., Esq. _____

23 Joseph R. Manning Jr., Esq.

24 Michael J. Manning, Esq.

25 Caitlin J. Scott, Esq.

26 Tristan P. Jankowski, Esq.

27 Attorneys for Plaintiff